

Consulting Terms and Conditions

worktheoryco.online · March 2026

These Terms and Conditions govern all consulting, advisory, coaching, and related services provided by WorkTheory Co. Please read them carefully before engaging our services.

Last updated: March 2026

1. About WorkTheory Co.

1.1 WorkTheory Co. (**WorkTheory, we, us, our**) is a trading name operated by Phillipa Gimmillaro, a sole trader based in Auckland, New Zealand. We provide fractional people strategy, HR advisory and consulting, coaching and leadership development, DEI and people strategy, and related services to New Zealand organisations.

1.2 Our contact details are: Email: hello@worktheory.co.nz | Website: worktheoryco.online | Location: Auckland, New Zealand (national coverage).

2. Definitions

In these Terms and Conditions, the following definitions apply:

Client means the person or organisation that engages WorkTheory Co. for Services.

Engagement means an agreed scope of Services as set out in a Statement of Work, proposal, or written agreement between WorkTheory Co. and the Client.

Fees means the amounts payable by the Client for Services as agreed in writing.

Intellectual Property means all intellectual property rights, including copyright, trademarks, trade secrets, know-how, methodologies, frameworks, and any materials developed by WorkTheory Co.

Services means any consulting, advisory, coaching, facilitation, people strategy, DEI strategy, HR advisory, fractional CPO, or related services provided by WorkTheory Co.

Statement of Work (SOW) means a written document describing the scope, deliverables, timeline, and fees for a specific Engagement.

Terms means these Consulting Terms and Conditions.

3. Agreement and Scope of Services

3.1 These Terms apply to all Services provided by WorkTheory Co. and form the basis of the agreement between WorkTheory Co. and the Client. By engaging our Services, the Client agrees to be bound by these Terms.

3.2 The specific scope, deliverables, timeline, and fees for each Engagement will be agreed in writing in a Statement of Work, proposal, or email confirmation. In the event of any inconsistency between a Statement of Work and these Terms, the Statement of Work will prevail.

3.3 WorkTheory Co. will provide the Services with reasonable skill and care, and in a professional manner consistent with accepted standards in the HR consulting profession.

3.4 WorkTheory Co. may engage suitably qualified contractors or associates to assist in delivering Services. We remain responsible for the quality of Services delivered.

3.5 Any changes to the agreed scope of Services must be agreed in writing by both parties before work on changed scope commences.

4. Fees and Payment

4.1 Fees for Services will be set out in the relevant Statement of Work or written agreement. All fees are in New Zealand dollars and are exclusive of GST unless otherwise stated.

4.2 Our standard payment terms are:

- (a) **50% of the agreed fee** is payable upfront before work commences; and
- (b) **50% of the agreed fee** is payable on completion of the Engagement or agreed milestone.

4.3 Payment is due within 14 days of the date of invoice unless otherwise agreed in writing. Invoices may be issued electronically.

4.4 WorkTheory Co. reserves the right to charge interest on overdue amounts at the rate of 1.5% per month (or part thereof) from the due date until payment is received.

4.5 WorkTheory Co. reserves the right to suspend Services where payment is overdue by more than 14 days, without prejudice to any other rights or remedies.

4.6 If the scope of an Engagement is reduced or terminated early by the Client after work has commenced, the upfront payment is non-refundable. Any additional work completed beyond the initial phase will be invoiced at the agreed rate.

4.7 Reasonable out-of-pocket expenses (including travel outside the Auckland region) will be charged at cost with prior written agreement.

4.8 **Hourly Rate — Ad Hoc and Project-Based Work.** Where Services are engaged on an ad hoc or project basis outside of a retainer agreement, WorkTheory Co.'s standard rate is **\$295 + GST per hour**, with a minimum engagement of four (4) hours. This rate applies unless a fixed-fee or alternative rate has been agreed in writing in the relevant Statement of Work.

4.9 **Preferred Client Rate.** Active retainer clients are eligible for a preferred hourly rate for any hours required beyond their monthly retainer cap. This rate is provided at WorkTheory Co.'s discretion and will be confirmed in writing prior to additional hours being incurred.

5. Client Responsibilities

5.1 The Client agrees to:

- (a) provide WorkTheory Co. with accurate, complete, and timely information and access to people, documents, and systems reasonably required to deliver the Services;
- (b) appoint a suitable person to act as the primary point of contact for the Engagement;
- (c) make decisions and provide approvals in a timely manner to avoid delays;
- (d) ensure that any information provided to WorkTheory Co. does not breach any third-party rights, including the privacy rights of employees or other individuals; and
- (e) comply with all applicable New Zealand laws in connection with the Engagement.

5.2 WorkTheory Co. is not responsible for any delays, errors, or unsatisfactory outcomes that result from the Client's failure to meet the obligations in clause 5.1.

6. Confidentiality

6.1 Each party agrees to keep the other party's confidential information strictly confidential and not to disclose it to any third party without the other party's prior written consent, except as required by law.

6.2 **Confidential information** means any information disclosed by one party to the other in connection with the Engagement that is identified as confidential or that a reasonable person would understand to be confidential, including business strategies, financial information, people matters, and employee information.

6.3 WorkTheory Co. may refer to the Client as a client for the purposes of marketing and business development (e.g., on our website or in proposals), unless the Client expressly requests otherwise in writing.

6.4 Confidentiality obligations survive the termination of the Engagement for a period of three years.

7. Privacy and Data Protection

7.1 WorkTheory Co. complies with the Privacy Act 2020 (NZ) in all activities involving personal information.

7.2 In the course of delivering Services, WorkTheory Co. may collect, use, or have access to personal information about the Client's employees or other individuals. WorkTheory Co. will:

- (a) only collect and use such personal information to the extent necessary to deliver the Services;
- (b) hold and protect personal information securely and in accordance with the Privacy Act 2020;
- (c) not disclose personal information to third parties except as required to deliver the Services or as required by law; and
- (d) notify the Client as soon as practicable if WorkTheory Co. becomes aware of any privacy breach involving the Client's data, in accordance with the Privacy Act 2020.

7.3 The Client is responsible for ensuring it has lawful grounds to share personal information about its employees or others with WorkTheory Co., including providing any required notices under the Privacy Act 2020.

7.4 WorkTheory Co.'s full Privacy Policy is available at worktheoryco.online.

8. Intellectual Property

8.1 **WorkTheory Co. IP.** All pre-existing intellectual property, tools, frameworks, templates, methodologies, and know-how owned by WorkTheory Co. prior to or independently of an Engagement remains the sole property of WorkTheory Co.

8.2 **Deliverables.** Upon receipt of full payment for an Engagement, WorkTheory Co. grants the Client a non-exclusive, non-transferable licence to use any deliverables created specifically for that Engagement, for the Client's internal business purposes.

8.3 The Client must not reproduce, distribute, or commercialise deliverables beyond internal use without WorkTheory Co.'s prior written consent.

8.4 **Client IP.** All intellectual property provided by the Client to WorkTheory Co. in connection with an Engagement remains the property of the Client.

9. Health and Safety

9.1 Both parties acknowledge their obligations under the Health and Safety at Work Act 2015 (HSWA) as persons conducting a business or undertaking (PCBUs).

9.2 Where WorkTheory Co. personnel attend the Client's premises or work environment, the Client must:

- (a) take all reasonably practicable steps to ensure the health, safety, and welfare of WorkTheory Co. personnel while on site; and
- (b) notify WorkTheory Co. of any known health and safety risks, emergency procedures, or site-specific requirements prior to attendance.

9.3 WorkTheory Co. will cooperate with the Client's health and safety policies and procedures when working on site.

9.4 Where Services involve advising on people matters or workplace investigations, both parties acknowledge their shared responsibility to support worker wellbeing consistent with the HSWA and the Employment Relations Act 2000.

10. Employment Relations

10.1 WorkTheory Co. is engaged as an independent contractor. Nothing in these Terms creates an employment relationship, partnership, or joint venture between the parties.

10.2 WorkTheory Co. is responsible for its own tax, ACC, and other statutory obligations. The Client is not required to make PAYE deductions or KiwiSaver contributions in respect of WorkTheory Co.'s fees.

10.3 Where Services involve advice on employment relations matters, such advice is provided in good faith based on the information available at the time. **WorkTheory Co. is not a registered legal practitioner and employment relations advice provided by WorkTheory Co. does not constitute legal advice and must not be relied upon as a substitute for independent legal counsel.** For any employment matter that may result in or involve legal proceedings, mediation, or referral to the Employment Relations Authority or Employment Court, the Client should obtain independent legal advice from a qualified New Zealand employment lawyer.

10.4 WorkTheory Co. will act in accordance with the good faith obligations and principles set out in the Employment Relations Act 2000 when advising on or participating in any employment matter.

11. Human Rights and Equal Opportunity

11.1 WorkTheory Co. is committed to upholding the principles of the Human Rights Act 1993 and the New Zealand Bill of Rights Act 1990 in all aspects of our work.

11.2 We will not discriminate, and we expect our Clients to operate in accordance with applicable human rights and equal employment opportunity obligations under New Zealand law.

11.3 WorkTheory Co. reserves the right to decline or withdraw from an Engagement where we reasonably believe the work would require us to act in a manner inconsistent with these obligations.

12. Conflict of Interest

12.1 WorkTheory Co. will notify the Client promptly if any actual or potential conflict of interest arises during an Engagement.

12.2 WorkTheory Co. may work with other clients in the same industry or sector. We will not use one client's confidential information to benefit another.

13. Limitation of Liability

13.1 To the maximum extent permitted by law, WorkTheory Co.'s total liability to the Client under or in connection with an Engagement — whether in contract, tort (including negligence), equity, breach of statutory duty, or otherwise — is limited to the total Fees paid by the Client for the relevant Engagement.

13.2 WorkTheory Co. is not liable for any indirect, consequential, special, or punitive loss, including loss of profit, revenue, data, reputation, or opportunity, even if advised of the possibility of such loss.

13.3 WorkTheory Co.'s advice is based on information available at the time it is given. We are not liable for outcomes that result from changes in law, circumstances, or information that occur after advice is provided.

13.4 Nothing in these Terms limits or excludes liability that cannot be excluded under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other applicable legislation. The Consumer Guarantees Act 1993 does not apply where Services are acquired for business purposes.

14. Termination

14.1 Either party may terminate an Engagement by giving 35 days' written notice to the other party, unless a different notice period is agreed in the Statement of Work.

14.2 Either party may terminate an Engagement immediately by written notice if the other party:

- (a) materially breaches these Terms and fails to remedy the breach within 10 business days of written notice requiring it to do so; or
- (b) becomes insolvent, enters into voluntary administration, receivership, or liquidation.

14.3 On termination, the Client must pay for all Services delivered up to the termination date. WorkTheory Co. will deliver any completed work to the Client upon receipt of payment.

14.4 Clauses 6, 7, 8, 12, 13, and 15 survive termination of an Engagement.

15. Dispute Resolution

15.1 We believe most issues are best resolved through open conversation. If a dispute arises, the parties agree to first attempt to resolve it informally by notifying the other party in writing and engaging in good faith discussions.

15.2 If the dispute is not resolved within 20 business days of written notification, either party may refer the dispute to mediation through a mutually agreed mediator before initiating any formal legal proceedings.

15.3 Nothing in this clause prevents either party from seeking urgent injunctive or other interim relief from a court.

16. General

16.1 **Governing law.** These Terms are governed by and interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the New Zealand courts.

16.2 **Entire agreement.** These Terms, together with any Statement of Work or written engagement agreement, constitute the entire agreement between the parties and supersede all prior discussions, representations, and agreements.

16.3 **Variation.** These Terms may only be varied by written agreement signed by both parties.

16.4 **Waiver.** A failure to enforce any provision of these Terms is not a waiver of that provision.

16.5 **Severability.** If any part of these Terms is found to be illegal or unenforceable, that part will be modified to the minimum extent necessary and the remaining provisions continue in full force.

16.6 **Electronic communications.** The parties agree that electronic communications (including email) satisfy any requirement for written notice or agreement under these Terms, consistent with the Electronic Transactions Act 2002.

16.7 **Force majeure.** Neither party is liable for any failure or delay in performing obligations where that failure or delay is caused by circumstances outside their reasonable control.

Our Approach

We help New Zealand founders and leadership teams design inclusive organisations that scale well — with intelligent people strategy, governance frameworks, and workforce systems built for clarity and confidence.

A future where New Zealand's most ambitious organisations are well-governed, inclusive, and built on intelligent, responsible people systems and strong leadership foundations.

How We Work

Relationships

We believe good work is built on genuine connection. We take time to understand the people and organisations we work with and we show up as a real partner.

With People

Inclusion is a core design feature. It is about creating spaces where people feel valued, respected and empowered. Accessibility ensures nothing gets in the way.

For Good

We do the right thing, we own the impact of our work, and we think about the long game. That means honest advice even when it's hard, building genuine capability not dependency, and making responsible decisions — about people, governance, and the future of work we're helping to shape in New Zealand.

Our Methodology

WorkTheory draws on design thinking principles — understanding a problem fully before converging on a solution. Our four-step approach ensures every engagement is shaped by the real challenge, not the assumed one.

01 Discover

Listen widely. Understand the real shape of the problem before naming it.

02 Define

Clarify what matters most. Name the challenge with precision and honesty.

03 Design

Co-create solutions. Test with those closest to the work.

04 Deliver

Implement with care. Build organisational capability, not ongoing dependency.

“We don't arrive with the answer. We arrive with the right questions — and the experience to know what to do with what we find.”

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